

108.09

FHWA are required, the procedure described herein will be repeated until final acceptance of the Project.

#### **108.09 Failure to Complete the Work on Time**

For each calendar day over and above the stipulated completion date on which any portion of the Work remains incomplete, the Department will deduct a sum of money from monies due the Contractor, not as a penalty but as liquidated damages. The amounts to be deducted shall be as specified in Table 108.09-1.

**Table 108.09-1: Liquidated Damages for Failure to Complete the Work on Time**

Original Contract Amount (\$)			Daily Charge (\$/day)
0	to	500,000	250.00
> 500,000	to	1,000,000	420.00
> 1,000,000	to	2,000,000	740.00
> 2,000,000	to	10,000,000	1,000.00
>10,000,000	to	20,000,000	1,600.00
>20,000,000			1,800.00

Allowing the Contractor to continue and finish the Work or any part of it after the completion date, or after the date to which the time for completion may have been extended, will in no way waive the rights of either party under the Contract.

#### **108.10 Termination of the Contract**

##### **A. Default**

The Department reserves the right to terminate, by a written Contract Termination Notice, any Contract, of which these Specifications are a part, if the Contractor:

1. Fails to begin construction in accordance with the terms of the Work Order;
2. Fails to furnish sufficient labor or proper materials, or to use proper construction methods and equipment;